*Missouri Freight Assn.*, 166 U. S., 290; *Mahorner v. Hooe*, 9 S. & M. (Miss.), 247. It must be determined from the Constitution of a state, its statutes, and the decisions of its courts thereupon. *Hartford Fire Ins. Co. v. Chicago, etc., Ry. Co.*, 70 Fed., 201; *Enders v. Enders*, 164 Pa. St., 266. A contract is invalid on the ground of public policy if at the time of its making its general tendency was opposed to the principles of public welfare. *Fuller v. Dane*, 18 Pick. (Mass.), 472; *Richardson v. Crandall*, 48 N. Y., 348. There is no necessity that in a particular case any injury to the public has resulted. *Firemen's Charitable Assn. v. Berger*, 13 La. Ann., 209. In proving a contract invalid on the ground of its contravention of public policy, as in proving it void on account of fraud or other illegality, the burden of proof is upon him who asserts its invalidity. *Richardson v. Mellish*, 2 Bing. (Eng.), 229; *Boardman v. Thompson*, 25 Iowa, 487.

CORPORATIONS—FOREIGN CORPORATIONS—LIABILITY TO SUIT—NOEL CONST. CO. OF BALTIMORE CITY v. GEORGE W. SMITH & CO., 193 FED., 492.—*Held*, that a corporation of one State is liable to suit in another State only when it is doing business therein.

It was fairly well settled at common law that a foreign corporation holding no property within a State could not be sued in that State. *Andrews v. Michigan Cent. R. Co.*, 99 Mass., 534; *McQueen v. Middletown Mfg. Co.*, 16 Johns., 5. But even at common law, before the advent of statutes on the topic, there was considerable authority holding that a foreign corporation was bound by the service of process upon its officer in a State where it was doing business. *Burrow S. S. Co. v. Kane*, 170 U. S., 100; *Chosen Freeholders v. Pennsylvania R. Co.*, 42 N. J. L., 490. The common law, however, has largely yielded to statutes which have been passed in most of the States requiring foreign corporations doing business in other States to submit to their several jurisdictions when process is duly served on their local agents. *Marshall on Private Corporations*, Sec. 444. And a foreign corporation doing business in such a State is by the great weight of authority held to have at least impliedly assented to the statutes, and will be bound by such a process. *Merchants' Mfg. Co. v. Grand Trunk R. Co.*, 13 Fed., 358; *Reyer v. Odd Fellows' Fraternal Accident Ass'n.*, 157 Mass., 367. But when a foreign corporation is not doing business within a State, a court cannot acquire jurisdiction over it by service of process upon an officer of it who happens casually to come inside the State. *Goldey v. Morning News*, 156 U. S., 518; *Newell v. Great Western R. Co.*, 19 Mich., 336. It becomes, therefore, of primary importance to determine what the statutes mean by "doing business." While this is a matter in which each case must be considered individually, it seems that the balance of authority clearly inclines toward the view that a single transaction does not necessarily bring the foreign corporation within the statutes. *Cooper Mfg. Co. v. Ferguson*, 113 U. S., 727. *Contra, State v. Bristol Savings Bank*, 108 Ala., 3. Nor are repeated transactions, culminating in contracts which are consummated outside the State, within the purview of the statutes even though they have been solicited by itinerant agents within the State from State

residents. *Hazeltine v. Mississippi Valley F. Ins. Co.,* 55 Fed., 743; *Coit v. Sutton,* 102 Mich., 324.

CORPORATIONS—ULTRA VIRES—CONTRACTS—ESTOPPEL.—FRUIN-COLNON CONTRACTING CO. V. CHATTERSON ET AL., 143 S. W., 6 (KY.).—*Held,* that one contracting with a corporation is estopped to deny its charter power to contract or corporate existence in an action to enforce the contract.

The early courts rigidly applied the principle that where a corporation is attempting to enforce its *ultra vires* contracts courts of justice will withhold their aid. *Chillicothe Bank v. Swayne,* 8 Ohio, 257; *New York Fireman Ins. Co. v. Ely,* 5 Conn., 560. They applied it with equal rigor in denying relief to persons contracting with corporations. *McCullock v. Moss,* 5 Den. (N. Y.), 567. But it is now a settled principle of law, where a contract with a corporation, the making of which is beyond its granted powers, has been fully executed by both parties, neither of them can assert its invalidity as a ground of relief against it. *Parish v. Wheeler,* 22 N. Y., 494; *Mitchell v. Beckman,* 64 Cal., 117. However, as long as an *ultra vires* contract is wholly executory on both sides it is void, and neither party is estopped to deny the power of the corporation to make it. *Day v. Springs Buggy Co.,* 57 Mich., 146; *Thomas v. West Jersey R. Co.,* 101 U. S., 71. Where the contract is executory on one side only, and has been executed on the other, the courts differ as to whether an action will lie on the contract by the party furnishing the consideration. Some courts hold that the contract is void, and that no action will lie upon it. *Cent. Transp. Co. v. Pullman Palace Car Co.,* 139 U. S., 24; *Davis v. Old Colony R. Co.,* 131 Mass., 258. Other courts hold with the principal case that the party receiving the consideration is estopped to set up the contract as *ultra vires* in order to defeat an action on the contract. *Whitney Arms Co. v. Barlow,* 63 N. Y., 62; *Wright v. Pipe Line Co.,* 101 Pa. St., 204.

DAMAGES—BREACH OF CONTRACT—MENTAL ANGUISH.—TAXICAB CO. V. GRANT, 57 So., 141 (ALA.).—*Held,* that where a party to a contract suffered inconvenience and physical discomfort in consequence of the adverse party's breach of contract, mental distress proximately resulting from the breach, constituted a ground for award of additional compensatory damages.

Mental anguish and distress, disconnected with physical injury, cannot, as a general rule, be made the basis for a recovery of damages for a breach of contract. *Wilson v. Richmond, etc., R. Co.,* 52 Fed., 264; *Russel v. Western Union Tel Co.,* 3 Dak., 315; *Walsh v. Chicago, etc., R. Co.,* 42 Wis., 23. But many courts, with the principal case, reach a contrary conclusion. *Renihan v. Wright,* 125 Ind., 536; *Fillebrown v. Hoar,* 124 Mass., 580. However, the possibility of recovery for mental suffering, in these cases, depends upon whether or not mental pain and suffering are natural